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6 UNITED STATES DISTRICT COURT
7 EASTERN DISTRICT OF WASHINGTON

8 AUTUMN RIDGE WEST, LTD, LLLP,

9 Plaintiff,

10 v.

11 STATE FARM FIRE AND CASUALTY
12 COMPANY,

13 Defendant.
14

NO. 2:15-cv-00313-SAB

**ORDER DENYING
PLAINTIFF'S MOTION TO
RECONSIDER**

15 Before the Court is Plaintiff's Motion to Reconsider, ECF No. 119.
16 Plaintiff asks the Court to reconsider its Order dismissing Plaintiff's Insurance
17 Fair Conduct Act (IFCA) claim, Wash. Rev. Code § 48.30.015, in light of the
18 Washington State Supreme Court's decision in *Perez-Crisantos v. State Farm Fire*
19 *and Casualty Co.*, 187 Wn.2d 669 (2017). The motion was heard without oral
20 argument. For the reasons stated herein, the Court denies Plaintiff's Motion to
21 Reconsider.

22 **Background**

23 Plaintiff filed its complaint on November 9, 2015 stating claims for breach
24 of contract, violations of IFCA, and violations of the Washington Consumer
25 Protection Act (CPA), Wash. Rev. Code § 19.86.010, et seq. The parties
26 subsequently filed cross-motions for summary judgment on all of Plaintiff's
27 claims. On January 19, 2017, the Court entered its Order denying the parties'
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1 cross-motions for summary judgment on the breach of contract and CPA claims,
2 and stayed the case pending a decision by the Washington Supreme Court as to
3 whether IFCA provides a cause of action where there has been no denial of
4 coverage or payment of benefits but the claim is based solely on violations of
5 Washington insurance regulations, as is the case here. ECF No. 108.

6 On February 2, 2017, the Washington Supreme Court issued its decision in
7 *Perez-Crisantos* holding that IFCA does not create an independent cause of action
8 for violations of Washington insurance regulations in the absence of any
9 reasonable denial of coverage or benefits. 187 Wn.2d at 672. Accordingly, the
10 Court dismissed Plaintiff's IFCA claim and lifted the stay. ECF No. 110. On May
11 9, 2017, Plaintiff moved for reconsideration of the Court's Order dismissing its
12 IFCA claim, stating that *Perez-Crisantos* is inapplicable here because Plaintiff has
13 alleged unreasonable denial of benefits.

14 Standard

15 A party may ask the court to reconsider and amend a previous order. Fed R.
16 Civ. P. 59(e) offers "an extraordinary remedy, to be used sparingly in the interests
17 of finality and conservation of judicial resources." *Carroll v. Nakatani*, 342 F.3d
18 934, 945 (9th Cir. 2003). A Rule 59(e) motion may be granted when: (1) there is
19 an intervening change in controlling law; (2) the moving party presents newly
20 discovered or previously unavailable evidence; and (3) the motion is necessary to
21 correct manifest errors of law or fact upon which the judgment is based. *Turner v.*
22 *Burlington N. Santa Fe R. Co.*, 338 F.3d 1058, 1063 (9th Cir. 2003).

24 Analysis

25 Plaintiff argues that it has alleged unreasonable denial of benefits and that a
26 delay in the payment of benefits under the insurance policy constitutes
27 "unreasonable denial." However, as the Court noted in its Order Regarding
28 Parties' Motions for Summary Judgment, ECF No. 108, Defendant initially paid

1 benefits based on an estimate that it received from independent roofing company,
2 Jimmy's Roofing. The parties then engaged in a series of exchanges leading
3 Defendant to increase the amount of payment under the insurance policy on
4 numerous occasions. This cannot be said to amount to a "denial" of insurance
5 benefits. Indeed, the undisputed record shows that Defendant paid benefits at the
6 outset, albeit less than Plaintiff would have liked. Because each of Plaintiff's
7 claims under IFCA are predicated on violations of Washington insurance
8 regulations and there was no denial of insurance benefits, the Court properly ruled
9 that Plaintiff's IFCA claim must fail pursuant to *Perez-Crisantos*. This ruling was
10 not manifest error and there is no basis to grant Plaintiff's Motion to Reconsider.

11 Accordingly, **IT IS HEREBY ORDERED:**

12 1. Plaintiff's Motion to Reconsider, ECF No. 119, is **DENIED**.

13 **IT IS SO ORDERED.** The District Court Clerk is hereby directed to enter
14 this Order and provide copies to counsel.

15 **DATED** this 6th day of June, 2017.



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A handwritten signature in blue ink, reading "Stanley A. Bastian", is written over a horizontal line.

Stanley A. Bastian
United States District Judge